

## THE SOLICITORS' JOURNAL AND WEEKLY REPORTER.

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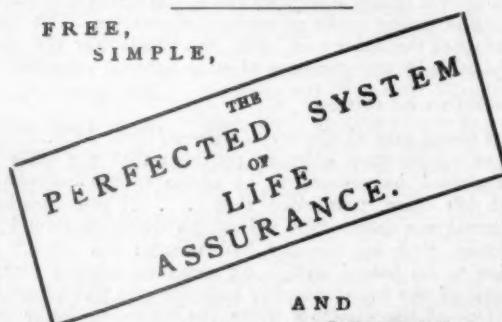
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## The Solicitors' Journal and Weekly Reporter.

LONDON, OCTOBER 19, 1907.

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### Current Topics.

#### Grappling with the Arrears.

THE LORD Chancellor is to be congratulated upon the energy with which he is grappling with the question of arrears in the Court of Appeal and the King's Bench Division, and bringing to bear the resources of civilization. During the present week three Courts of Appeal have been sitting, each of the full strength of three judges. This has been rendered possible by calling in the aid of the Lord Chancellor himself, and the Presidents of the King's Bench and Probate Divisions, and by utilizing the power, given by section 4 of the Judicature Act, 1875, to summon the assistance of an ordinary judge of the King's Bench Division; the one selected being Mr. Justice BIGHAM. This would not have been necessary but for the still enforced absence of Lord Justice VAUGHAN WILLIAMS on the Welsh Church Commission, in which he ought not to be engaged, and where his presence only seems to act like ginger under a mule's tail. The drain on the King's Bench Division to supply the Court of Appeal has been made good by recalling two judges from the criminal circuits, and sending two commissioners in their place—Mr. ENGLISH HARRISON, K.C., and Mr. TINDAL ATKINSON, K.C. This arrangement, supplementing the appointment of the additional judge, Mr. Justice COLEBRIDGE, ought to deal effectively with the King's Bench arrears until the Chief Justice and Mr. Justice BIGHAM can be spared from the appeals. A more timely use of the like existing machinery a very few years back would probably have prevented the accumulations and spared the country the expense of an additional judge. But it is lamentably difficult to get officials of any sort to grapple with a difficulty by way of prevention. They prefer the Herculean task of cleaning an Augaean stable.

#### Judicial Comments on the Criminal Appeal Act.

THE NEW rights conferred by the Criminal Appeal Act, 1907, only apply in the case of persons convicted after the 18th of April, 1908, but some of the judges have been taking advantage of the opportunities of criticism afforded by their charges to the grand jury at the assizes. A strong note of dissent was struck by GRANTHAM, J., at the Cambridge Assizes. His lordship, it appears, attributes the Act more to the good intentions of its promoters than to their intelligence. He is reported to have intimated that juries would in future be less ready to give prisoners the benefit of the doubt, because, if they went wrong, there would still be the Court of Criminal Appeal to set the matter right. On the other hand, the increased expense of prosecutions consequent upon appeals would tend to saving a good many guilty people from prosecution altogether. It may be suggested, however, that the time for comments of this kind has gone by. The idea of criminal appeal is now embodied in the law, and it only remains to see how it will work in practice. Difficulties and inconveniences there may be,

but we can hardly imagine that the right of appeal, having once been conferred, will be taken away. Something will depend upon the rules of procedure which are to be made, subject to the approval of the Lord Chancellor, by the Lord Chief Justice and the judges of the Criminal Appeal Court with the advice of the Special Rule Committee appointed under the Act, and the Act itself may very probably require to be amended in the light of experience. Mr. Justice DARLING at Devizes seems to have attached little importance to the "benefit of the doubt" objection. In future, as in the past, juries will be directed that it is for the prosecution to prove the case against the prisoner, and the actual verdict is not likely to be affected by the possibility of an appeal. The remarks of JELF, J., were directed to emphasizing the necessity of discouraging the too frequent recourse to appeals. It was, he said, much to be desired that the Court of Criminal Appeal would see its way to weed out at an early stage a very large proportion of the numerous appeals, or applications for leave to appeal, which would probably be the first outcome of the Act, and to confine its application to the few cases where a real miscarriage of justice could be shewn to have taken place. This, perhaps, is better in theory than in practice. It is like saying that only plaintiffs with obviously good cases should be allowed to bring an appeal. But whether a case, civil or criminal, is good or bad—whether it is worth carrying to appeal or not—is for the party concerned to decide, subject only to the process of the court not being abused. The Act is now on the statute book, and the right of appeal which it gives should not be fettered in practice by undue restrictions.

#### Contracts for More than a Year and the Statute of Frauds.

THE PROVISION of section 4 of the Statute of Frauds requiring a written memorandum in the case of an "agreement that is not to be performed within the space of one year from the making thereof" is frequently the source of difficulty; and a fresh illustration of this is afforded by the decision of WALTON, J., this week, in *Lavalette v. Riches & Co.* (Times, 15th inst.). The defendants, by way of counterclaim to a claim for the price of goods sold and delivered, set up a parol agreement between the plaintiff and themselves whereby they were to be the sole agents in this country for the sale of certain patented goods of the plaintiff until the patent should be taken over by a company, and they claimed damages for breach of the agreement. At the date of the agreement the patent had about ten years to run. Was this, then, an agreement which was not to be performed within one year so as to render a memorandum in writing necessary for its enforcement? If no company was formed to take over the patent, the agreement would run for ten years, but at any time it might come to an end by the company being formed. A similar question arose in *Birch v. Earl of Liverpool* (9 B. & C. 392), where an agreement to let a carriage for five years was, by the custom of the trade, determinable at any time within that period on payment of a year's hire. It was held that, substantially, this was an agreement for five years, though it might possibly come to an end within a year; hence it was an agreement not to be performed within a year and was within the statute. Similarly in *Dobson v. Collis* (1 H. & N. 81) there was an agreement for service for more than a year, but subject to determination on three months' notice within the year. Here again the natural course of the contract was fixed so as to exceed a year, and it was not taken out of the statute by the possibility of defeasance within the year. "I think," said POLLOCK, C.B., "that a contract is not the less a contract not to be performed within the year because it may be put an end to within that period." On the other hand, where the contract is originally made for a period which is in its nature indefinite, and which may either terminate within the year or exceed that limit, the statute does not apply. The effect of the decisions, said LINDLEY, L.J., in *McGregor v. McGregor* (21 Q. B. D. 424), "is that, if the contract can by possibility be performed within the year, the statute does not apply." In that case the agreement was for the payment of weekly sums by a husband to his wife for maintenance, and was determinable at any time by the death of the wife. WALTON, J., held that the agreement in the present case of *Lavalette v. Riches & Co.* fell within the former decisions;

that is, it was in substance an agreement for the whole ten years of the patent, subject to determination in a specified event; consequently it was within the statute and was not enforceable.

#### Compensation for Licences and Debenture-holders.

THE LICENSING ACT, 1904, with its provision for extinguishing licences on payment of compensation, has introduced a new mode of turning property into money, and has raised some interesting questions in cases where the licensed property happens to be subject to the trusts of a debenture trust deed. The recent decision of KEKEWICH, J., in *Dawson v. Braime's Tadcaster Breweries (Limited)* (1907, 2 Ch. 359) will rank as a useful authority in this respect. The same learned judge had already decided in *Law Guarantees and Trust Society v. Mitcham and Cheam Brewery Co.* (1906, 2 Ch. 98) that compensation so paid formed part of the assets specifically charged, and was not assets on which the debentures were merely a floating charge. Hence the trustees for the debenture-holders were entitled to receive and invest it, although, until the debentures became enforceable, the company was entitled to the income. But that case did not touch the mode of investment. Ordinarily capital moneys arising from the realization of the mortgaged property are, under the terms of the trust deed, available for the purchase of other property suitable to the purposes of the company, but whether compensation for licences can be treated in this way will depend upon the terms of the particular trust deed. In *Noakes v. Noakes & Co. (Limited)* (1907, 1 Ch. 64) the capital moneys available for the purchase of other licensed premises included not only money arising from the sale of the mortgaged premises, but also money arising from the settlement of controversies in relation thereto, and NEVILLE, J., held that compensation for licences fell under the latter head. In *Dawson v. Braime's Tadcaster Breweries (Limited)* (suprd) KEKEWICH, J., had no such easy way out of the difficulty, and he had to decide whether the moneys could be treated as arising under a clause which empowered the trustees to "sell and convert, or concur in selling and converting, all or any of the mortgaged premises." The receipt of money as compensation for the extinction of licences does not, of course, come within the natural meaning of these words, but the clause was not, and could not be, drawn in view of such a case, and it was necessary either to treat the case as a *casus omisus*, so that the disposition of the moneys was not provided for, or to give a liberal interpretation to the words and treat the compensation money as the proceeds of conversion. The learned judge adopted the latter view, with the result that the money was applicable in the purchase of other licensed premises.

#### Resignation of Office.

IN THE recent case of *Glossop v. Glossop* (1907, 2 Ch. 370) the articles of a joint-stock company provided that the office of a director should be vacated if by notice to the company he resigned his office, "provided that . . . the vacation of office should not take effect unless the directors should pass a resolution that the director had vacated his office," such resolution to be passed within six calendar months from the happening of the event whereby such director had vacated his office. One of the directors wrote the following letter to the company: "Please accept my resignation as director of this company, and kindly forward me cheque for my salary due to this date. I enclose you my keys." But on the 23rd of May, before any meeting of the directors had been held, he wrote to the company as follows: "Whereas on the 16th instant I gave you notice in writing of my intention to resign my position as managing director of your firm, I now hereby inform you that such resignation was made under a misapprehension, and I hereby absolutely withdraw the same." The question was whether the company were entitled to refuse to allow him to take any part in the management of the affairs of the company as director, on the ground that he had vacated his office. It was contended that, inasmuch as the directors had six months in which to pass a resolution accepting the resignation, the resignation could be withdrawn before such a resolution had been passed. NEVILLE, J., had no difficulty in holding, upon the proper construction of the articles of association, that a director who has once given in the

proper quarter notice of his resignation of his office is not entitled to withdraw that notice, but if it is withdrawn it must be with the consent of the company properly exercised by their managers, who are the directors of the company. This decision will meet with the approval of men of business, and may be illustrated by the action of the Duke of WELLINGTON as Prime Minister in 1828. Mr. HUSKISSON, the Colonial Secretary, after giving a vote against the Government, wrote to the Duke as follows: "I lose no time in affording you an opportunity of placing my office in other hands, as the only means in my power of preventing the injury to the King's service which may ensue from the appearance of disunion in his Majesty's councils." The Duke treated this letter as an absolute and formal resignation, though Mr. HUSKISSON, in several subsequent letters, insisted that his object in writing the letter was, not to express any intention of his own, but to relieve the Prime Minister from any delicacy which he might feel with regard to the Secretary if he thought the Government would be prejudiced by his remaining in office.

#### Lord Brampton and the Ventilation of the Courts.

AMONG THE NUMEROUS ARTICLES IN THE PUBLIC PRESS RESPECTING THE LATE LORD BRAMPTON is one in the *Lancet*, which refers to the fact that, although the learned judge had no objection to an open-air life, and during his leisure hours took a fair amount of healthy exercise, he had an extraordinary dislike to the introduction of fresh air into the courts over which he presided. Police constables, when the learned judge took his seat in court, were entrusted with the duty of keeping the doors and windows closed, and were not likely to forget the determination with which he enjoined the fulfilment of these functions. The atmosphere of the court in these conditions was often extremely unpleasant and by no means sanitary, but it appeared to have no injurious effect upon the health of the judge or the energy with which he applied himself to the business before him. Other judges besides Lord BRAMPTON had the same objection to the ventilation of their courts—e.g., Mr. Baron HUDDLESTON—an objection which is often founded on the fear of taking cold. A bad cold, in all cases a disagreeable and depressing ailment, is particularly so in the case of a judge on the bench or in that of a barrister in large practice. The desire to escape from draughts led Mr. Justice HAWKINS, soon after the opening of the new Law Courts in 1883, to have a kind of sentry-box constructed, in which he placed himself during the sittings *in Banc*. This example was not followed by his colleague Mr. Justice DENMAN, whose regard for precedent or dignity compelled him to seat himself in the ordinary manner.

#### Injury from Fall of Trees on London Footpath.

THE JUDGE of the Wandsworth County Court had recently before him a case in which the owner of freehold houses in Battersea brought an action against the borough council to recover damages for injury to some iron railings by the fall of a tree which had formerly stood on the footpath. The fact that the tree fell and did the damage was not disputed; but it was submitted, on behalf of the corporation, that they were not liable, as they did not own the tree and had never exercised any acts of ownership with regard to it. It was contended, on the other hand, that, under section 96 of the Metropolis Management Act, 1855, the soil of a metropolitan street is vested in the local authority to the same extent as that of a street under section 149 of the Public Health Act, 1875; that if any person had damaged the tree the local authority would be entitled to proceed against him; that they were therefore liable for not preventing the tree from causing injury, and that the question whether there was a misfeasance or nonfeasance was immaterial. The judge gave judgment for the defendants, apparently on the ground that there was, in the circumstances, no duty on the part of the defendants to prevent the tree from causing injury to the property of the plaintiff. We could have wished that the nature of the liability of a borough council for the proper care of a tree upon a footpath had been more fully considered. The right of the owner of the soil to interfere with the tree is practically superseded, and it would appear to be more convenient that the local authority should be responsible for the care and control of it.

#### Anticipating a Change in the Law.

ONE OF THE MOST LEARNED OF ENGLISH LAWYERS ONCE MENTIONED that he avoided as much as possible the perusal of Bills for the amendment of the law. His reason for this abstinence was that he might otherwise be led into the belief that these Bills had received the Royal Assent, whereas it continually happened that they were dropped, or so far amended as to bear little resemblance to their original form. How far future legislation may be anticipated was shewn at a meeting of the Steyning Board of Guardians at Shoreham some days ago, when a letter from one of the inmates of the workhouse, aged 61, was read in which he said that he wished to take advantage of "the recently passed Old Age Pensions Act," and inquired as to the date of the first payment, so that he could leave the workhouse. He added that, if the guardians were disposed to add one or two shillings to the weekly payment authorized by the Act, it would be very acceptable to him. The wish of the writer of this letter had probably much to do with his belief in the existence of such an enactment as that to which he referred, but we have known of several instances in which even experienced lawyers have been under a wrong impression as to changes in the law. It has been said that, although a judge may be supposed to possess a competent knowledge of the common law, there can be no presumption that he is fully acquainted with the whole body of statutes, and safety can only be found in a reference to the text of such statutes upon every occasion when a question as to their operation is brought before the court.

#### The Flooding of Rivers.

THE RECENT DEVASTATION CAUSED BY THE FLOODING OF THE RIVERS Rhone and Loire may serve to remind Englishmen that it has been found necessary at different periods of our history to provide by law for the safety and preservation of the land from inundations. The general Act concerning Commissions of Sewers, passed in the reign of HENRY VIII., recites "that great damages and losses have happened in many and divers parts of the realm, as well by reason of the outrageous flowing, surges, and course of the sea in and upon marsh grounds . . . as also by occasion of land waters and other outrageous springs in and upon meadows, pastures, and other low grounds adjoining to rivers, flood and other watercourses." Since those days an immense number of local Acts have been passed regulating the embankment of rivers which are subject to floods, and there can be little doubt that these provisions have preserved the country from periodical danger to life and property.

#### Legal Illiteracy.

IN ONE OF THE STATUTES OF THE RECENT SESSION REFERENCE IS MADE TO A "femme sole," and in a recent issue of the *Law Reports* we read, in a judgment of the Privy Council, of "routeing," which may possibly be justified by the context, but since it is not English, no one can say that it is properly spelt. And in the Royal Courts on Saturday last there might be seen an inscription describing a deceased judge as "G.G.B." ("great gaunt bloke," according to the office boy), and as of the "Admiralty Division." This has been explained as the fault of the mason, but someone must have written the inscription to be copied by him, and either such writing must have been singularly illegible or must have contained the errors perpetuated on the stone.

#### Mr. Justice Coleridge.

IT WAS INTIMATED ON SATURDAY, AS IN OUR REMARKS LAST WEEK WE ANTICIPATED IT WOULD BE, THAT THE NEW JUDGE WAS TO BE STYLED "Justice Lord Coleridge"; but fortunately the learned judge's good sense led him to the adoption of the simple and honoured designation which we suggested of "Mr. Justice COLERIDGE," and on Monday it was announced that this is to be his style. We have heard of a Nonconformist minister who once announced, to the terror of the ladies of his congregation, that he had decided "not to wear any clothes to distinguish him from his fellow Christians." Lord COLERIDGE has, with excellent feeling, determined not to assume any designation distinguishing him from his brethren on the bench.

## Seizure of Money by Sheriff under *fieri facias*.

At common law the issuing of a writ of *fieri facias* bound all the goods of the execution debtor in the bailiwick of the sheriff, and it bound them from the date of the teste of the writ. Subsequent legislation—the Statute of Frauds and the Mercantile Law Amendment Act, 1856—altered the rule as to the time of binding the goods, and now, under section 26 of the Sale of Goods Act, 1893, the *f. fa.* is binding on the goods as from the date of the delivery of the writ to the sheriff. "Goods," however, even under the Sale of Goods Act, 1893, does not include money or choses in action, and this sort of property was not seizable under a *f. fa.* until the Judgments Act, 1838 (1 & 2 Vict. c. 110), came into operation. Section 12 of this Act enacted that the sheriff might seize and take any money or bank-notes, and any cheques, etc., bonds, specialties, and other securities for money belonging to the execution debtor. This enactment made no express reference to the existing law as to the binding effect of a *f. fa.*, but it has been assumed pretty generally that money and the choses in action enumerated in section 12 of the Act of 1838 were placed on the same footing as other seizable goods, with respect to the effect of the writ of *f. fa.*. Some countenance is certainly given to this view by the case of *Collingridge v. Paxton* (11 C. B. 683), where MAULE, J., said: "It is not convenient or necessary that the things for the first time made seizable by that Act should be placed in a different position from goods which were seizable before."

The question of the binding effect or otherwise of a writ of *f. fa.* with respect to money and bank-notes belonging to an execution debtor has now come before the Court of Appeal, with the result that it has been decided that the delivery of the writ to the sheriff does not bind the property in the same way that it binds "goods." The proceedings took the form of an interpleader issue tried before LAWRENCE, J. (1907, 2 K. B. 437), and the relevant facts were shortly these: JOHNSON, the execution creditor, had obtained judgment against PICKERING, the execution debtor, and the *f. fa.* was delivered to the sheriff on the 12th of November, 1906. The sheriff went into possession at PICKERING's residence on the 13th of November, seized the goods on the premises, and remained in possession until the 12th of December. On the 14th of November PICKERING received a sum of money in cash and bank-notes, and placed it in a drawer in his bedroom. He died on the 21st of November, and the money was found in his room after his death by his widow, and was removed without the knowledge of the sheriff's officer. A creditor's petition in bankruptcy was presented on the 22nd of November, and an order for administration of PICKERING's estate, under section 125 of the Bankruptcy Act, 1883, was subsequently made. NORTON, the trustee, claimed the sum of money, and the sheriff, on hearing of the money being found and removed, took out an interpleader summons. In the course of the argument before LAWRENCE, J., it was said that there is no authority which shews that money is bound by delivery of the writ to the sheriff. The judge, however, in deciding in favour of the execution creditor, did not do so on the ground of the money being bound by delivery of the writ, but on the ground that there had been a sufficient seizure by the sheriff, the money having been constructively in his possession. From this decision the claimant (the trustee in bankruptcy) appealed, and the appeal was allowed (see the report elsewhere).

The Lords Justices who heard the appeal were FLETCHER MOULTON, FARWELL, and BUCKLEY, L.J.J. FLETCHER MOULTON, L.J., brushed aside the reasoning of LAWRENCE, J., as to there being a sufficient seizure, and held that, if actual seizure of the money were critical in the case, there had been no actual seizure. The decision of the case was held to turn, not on the special circumstances under which the money was brought to the house, but on broader considerations based on the statutes relating to execution by *f. fa.* After pointing out that it was only under section 12 of the Judgments Act, 1838, that money was made seizable, the Lord Justice said he had arrived at the conclusion that the object of the Act was to be got from the

words used, and that was that the sheriff might seize money, etc., and apply them to the purposes of the execution; there was no suggestion that there was in this statute anything analogous to the binding of goods taken in execution, from the teste of the writ or from the delivery of the writ to the sheriff; and until the sheriff seized the money or the choses in action there was no right, or claim, or lien binding them as in the case of goods. Judgments to the same effect were delivered by FARWELL and BUCKLEY, L.J.J.

The observation of MAULE, J., in *Collingridge v. Paxton*, quoted above, does not seem to have been referred to in the Court of Appeal's judgments, but that observation must now be read in a restricted sense, since money and choses in action, for the first time made seizable by the Judgments Act, 1838, are now placed in a very different position from goods which were seizable before that Act.

With respect to the absence of authority on the subject, already referred to, it may be pointed out that in Australia it has been held on two occasions, by Courts of first instance, that interests made seizable by statutes similar to the Judgments Act, 1838, are bound by the delivery of the writ of *f. fa.* to the sheriff. These cases are: *Evans v. Stephen* (1882, 3 N. S. W. 154), and *Re Cox* (1903, 3 S. R. (N. S. W.) 356). In the first of these cases the interest was a chose in action—a right to a dividend in a bankrupt's estate; in the second the interest was an equitable life estate in land. Neither of these interests would be seizable under a *f. fa.* in England, but the principle on which both cases were decided is precisely the same as the principle now held by the Court of Appeal in *Johnson v. Pickering* to be inapplicable to money and such choses in action as can be seized under *f. fa.*

## A Reading of the New Statutes.

### THE MATRIMONIAL CAUSES ACT, 1907 (7 ED. 7, c. 12).

The full title of this Act is "An Act to amend the Matrimonial Causes Acts, 1857 and 1866, by extending the powers of the court in relation to maintenance and alimony and leave to intervene." Under section 32 of the Matrimonial Causes Act, 1857 (20 & 21 Vict. c. 85), the court had power, upon making a decree for dissolution of marriage, to order the husband to secure to the wife a gross or annual sum of money, the amount being determined by regard to her fortune (if any), the ability of the husband, and the conduct of the parties; and upon a petition for dissolution of marriage the court had power to make interim orders for payment of money to the wife by way of alimony or otherwise. Section 1 of the Matrimonial Causes Act, 1866 (29 & 30 Vict. c. 32), further enabled the court in the like case to make an order on the husband for payment to the wife of monthly or weekly sums for her maintenance and support, and if the husband should become unable to make such payments, to discharge or modify the order, or to temporarily suspend the same as to the whole or any part of the money ordered to be paid. The present Act repeals both these sections and re-enacts them with the following additions: The power to order the securing of a gross or annual sum to the wife is to apply where there is a decree of nullity as well as where the decree is for dissolution of the marriage, with a like extension as to ordering payment of monthly or weekly sums. And an order for payment of such sums may be either in addition to or instead of an order for securing a gross or annual sum. Moreover, where an order for payment of monthly or weekly sums has been made, and the court is satisfied that the husband's means have increased, it may increase the amount payable under the order. Section 3 of the new Act extends the power of the court to allow intervention by providing that, in every case not already provided for by law, any person charged with adultery with any party to a suit, and any person whose interest requires that he should be made a party to the suit, may be allowed to intervene upon such terms (if any) as the court may think just. The Act is already in operation.

### THE FINANCE ACT, 1907 (7 ED. 7, c. 13).

We called attention a fortnight ago to the change made by section 7 of this Act as to stamping hire-purchase agreements. All such agreements will in future require a 6d. stamp if under hand, and 10s. if under seal. The Act also makes the following changes in stamps:—Affidavits and declarations made for inland revenue purposes need no longer be made before a justice of the peace in order to secure exemption from duty (section 6); policies of insurance against loss of or damage to property created by advertisement in

newspapers are brought within section 116 of the Stamp Act, 1891, so as to enable the stamp duty of 1d. to be compounded for; and the provisions of the Act as to accident policies, which by section 11 of the Finance Act, 1899, were extended to employers' liability policies where the annual premium did not exceed £1, are now extended to the like policies where the annual premium does not exceed £2 (section 8); proxies executed abroad need not be stamped before execution, but may be stamped under section 15 of the Act of 1891 within 30 days after their receipt in this country (section 9); where the *ad valorem* duty of 2s. 6d. per cent. on loan capital under section 8 of the Finance Act, 1899, has been paid, and the capital has been wholly or partly applied for the purpose of the conversion or consolidation of existing loan capital, there will be a repayment of 2s. per cent. on the amount so applied; or the payment and repayment may be arranged so as to take place as one transaction (section 10); and the stamp duty on customs and excise debentures and certificates—head "Debenture or Certificate" in the Schedule to the Stamp Act—will cease to be payable (section 11).

Changes are made also by sections 12 to 16 in the amount and collection of death duties. The effect of these has been already stated (*ante*, p. 769). They may be shortly summarised as follows:—The power to remit estate duty after 20 years is extended to other death duties (section 13); where estate duty is not immediately ascertainable, an application to the Commissioners under section 11 (2) of the Finance Act, 1893, to determine it and give a certificate of discharge, may be made without, as hitherto, waiting for the lapse of two years from the death (section 14); a change is made in calculating the deduction to be allowed under section 21 of the Finance Act, 1896, in respect to death duties previously paid on property on which estate duty is payable (section 15); and the limited aggregation of certain settled property under section 12 (2) of the Finance Act, 1900—that is, where settled property passes on the death of a person after that Act under a disposition made by a person who died before the Act of 1894—is abolished, and the settled property, instead of being aggregated, is to be treated as an estate by itself. Part V. of the Finance Act, 1907, relating to Income Tax, contains provisions as to the new relief in respect of earned income, and also further provision for making returns of income. These it is unnecessary to consider here, but it may be noticed that the time for recovering fines or penalties under the Income Tax Acts is extended from the two years allowed by 31 Eliz. c. 5 and the Inland Revenue Regulation Act, 1890, s. 22 (2)—or perhaps one year under the Taxes Management Act, 1880, s. 21 (4)—to three years (section 23 (1)).

#### THE SALMON AND FRESHWATER FISHERIES ACT, 1907 (7 Ed. 7, c. 15).

The preservation of, and fishing for, salmon and freshwater fish is regulated by a long series of Acts, which are known by the collective title of "The Salmon and Freshwater Fisheries Acts, 1861 to 1892." These, taken with the Board of Agriculture and Fisheries Act, 1903, place the specified fisheries under the general superintendence of that department, while particular fishery districts are placed under the control of boards of conservators appointed by the county councils. The statutes provide a general close time for salmon, subject to local alteration by the boards of conservators, and certain modes of killing or taking salmon are made illegal. The later statutes apply similar regulations to freshwater fish generally. The Act of the present year confers a wider power on the Board of Agriculture and Fisheries. With a view to the improvement and development of the salmon fisheries or freshwater fisheries, or either of them, in any area, the Board may, upon the application subsequently mentioned, make a provisional order for the regulation of any such fisheries within the area defined by the order. The order may provide, amongst other things, for the constitution and incorporation of a board of conservators, and for applying to the board all or any of the provisions as to boards of conservators contained in the existing statutes; for the collection of contributions from the owners or occupiers of private fisheries; for enabling the conservators to purchase or take on lease foreshore with any necessary easement of access over adjoining land, and by themselves or their lessees to erect and work fixed engines for salmon; for modifying the provisions of the existing statutes, and for superseding the existing boards of conservators; and for the general regulation of fisheries within the area (section 2). Section 3 provides that a provisional order shall not be made except on the application of a board of conservators constituted under the existing statutes, of a county council, or of the owners of at least one-fourth in value of the private fisheries proposed to be regulated, or of a majority of the persons holding licences to fish in public waters within the proposed area. Upon the applicants making out a *prima facie* case for a provisional order, the Board of Agriculture and Fisheries will hold a local inquiry by an inspector or other officer, and the Board, if satisfied from his report of the propriety of making an order, will prepare a draft and give opportunities for objection to the draft

(section 4). The provisional order will be submitted to Parliament for confirmation. The Act is now in operation.

#### THE EVIDENCE (COLONIAL STATUTES) ACT, 1907 (7 Ed. 7, c. 16).

This Act is intended to remove the inconvenience of supplying technical proof of the contents of Colonial statutes. General provisions as to the validity of Colonial laws are contained in the Colonial Laws Validity Act, 1865 (28 & 29 Vict. c. 63), which enacts by section 6 that the certificate of the clerk or other proper officer of a Colonial Legislature that the document to which it is affixed is a true copy of any Colonial law, shall be *prima facie* evidence of its authenticity. This may have been necessary in the early days of Colonial legislation, but, if so, the necessity has now ceased, and the present Act provides that copies of Colonial Acts, ordinances, and statutes, if purporting to be printed by the Government printer, shall be received in evidence by all courts of justice in the United Kingdom without proof that they were so printed; and a penalty is provided for knowingly printing or tendering in evidence copies of any such Act, ordinance, or statute which falsely purport to have been printed by the Government printer. In future, therefore, the official prints of Colonial statutes will be receivable in evidence in the same manner as the official prints of the statutes of the United Kingdom.

#### THE PROBATION OF FIRST OFFENDERS ACT, 1907 (7 Ed. 7, c. 17).

This Act extends the powers of criminal courts to exempt persons convicted of crime from punishment, with a view to improving their chance of not becoming confirmed criminals, and introduces a system of supervision by probation officers. Power for the former purpose was conferred on courts of summary jurisdiction by the Summary Jurisdiction Act, 1879 (42 & 43 Vict. c. 49), s. 16, in cases where the offence was of a trifling nature, and the Probation of First Offenders Act, 1887 (50 & 51 Vict. c. 25) allowed of the release on probation of persons convicted of larceny or false pretences, or any other offence punishable with not more than two years' imprisonment, where no previous conviction was proved. These enactments are now repealed, and section 16 of the Act of 1879 is replaced by sub-section 1 of section 1 of the new Act, which provides that, where any person is charged before a court of summary jurisdiction with an offence punishable by the court, and the court thinks that the charge is proved, but is of opinion that, having regard to the "character, antecedents, age, health, or mental condition of the person charged," or to the trivial nature of the offence, or to extenuating circumstances, it is inexpedient to inflict any punishment, or any other than a nominal punishment, or that it is expedient to release the offender on probation, the court may, without proceeding to conviction, make an order either discharging the information or charge, or discharging the offender conditionally on his entering into a recognizance, with or without sureties, to be of good behaviour and to appear for conviction and sentence when called on at any time during a period, not exceeding three years, to be named in the order. This confers on courts of summary jurisdiction a much wider discretion than they had under section 16 of the Act of 1879.

Similar extension is given by sub-section 2 to the powers hitherto existing under the Probation of First Offenders Act, 1887. Where any person has been convicted on indictment of any offence punishable with imprisonment, and the court is of opinion that, having regard to the character, etc.—as in sub-section 1—of the person charged, or to the trivial nature of the offence, or to extenuating circumstances, it is inexpedient to inflict any punishment or any other than a nominal punishment, or that it is expedient to release the offender on probation, the court may, in lieu of imposing a sentence of imprisonment, make a conditional order for discharge in the same manner as under sub-section 1. In addition to any such order, the court may order the offender to pay damages for injury or compensation for loss (not exceeding in the case of a court of summary jurisdiction £10, or any higher limit specially fixed by statute), and to pay such costs as the court thinks reasonable; and if the offender is under sixteen, and it appears to the court that his parent or guardian has conducted to the commission of the offence, the court may (sub-section 3) make an order for payment of damages and costs by the parent or guardian under the Youthful Offenders Act, 1901 (1 Ed. 7, c. 20). Sub-section 4 meets a difficulty which would arise in consequence of a court of summary jurisdiction not proceeding to conviction. An order made under the section will, for the purpose of revesting or restoring stolen property, have the same effect as conviction.

Sections 2, 3, and 4 introduce the machinery of probation officers. Under section 2 the court may require that a recognizance under section 1 shall contain a condition that the offender be under the supervision of a named person for a specified period, with other conditions for securing such supervision. Such an order will be called a probation order. And the recognizance may contain additional provisions (a) for prohibiting the offender from

associating with thieves and other undesirable persons, or from frequenting undesirable places; (b) in cases of drunkenness, for abstention from intoxicating liquor; and (c) generally for securing that the offender shall lead an honest and industrious life. The court is to furnish to the offender a notice in writing stating in simple terms the conditions which he is required to observe. Section 3 provides for the appointment for petty sessional divisions of probation officers of either sex, who will be available both in magistrates' cases and in assize and quarter sessions cases. The officers will either be paid a salary, to be determined by the authority having control of the fund out of which the magistrates' clerk is paid, or remuneration to be fixed by the court making the probation order, not exceeding the amount allowed by the regulations of the authority just mentioned. Section 4 defines the duties of the probation officer. Section 5 allows of the conditions of the recognizance being varied, or of the recognizance itself being discharged when supervision is no longer necessary; and section 6 provides for the consequences of an offender failing to observe the conditions of his release. In such cases a child or young person under sixteen may, if remanded, be dealt with under the Youthful Offenders Act, 1901—that is, instead of being sent to prison, he may be committed to the custody of some fit person. The Act comes into operation on the 1st of January, 1908.

## Reviews.

### The Annual Practice.

**THE ANNUAL PRACTICE, 1908: BEING A COLLECTION OF THE STATUTES, ORDERS, AND RULES RELATING TO THE GENERAL PRACTICE, PROCEDURE, AND JURISDICTION OF THE SUPREME COURT; WITH NOTES, FORMS, &c.** By THOMAS SNOW, M.A., Barrister-at-Law; CHARLES BURNETT, B.A., a Master of the Supreme Court; and FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice. IN TWO VOLUMES. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The publishers of the Annual Practice are to be congratulated on the successful appearance of the new edition a fortnight earlier than its usual date, so as to synchronize with the earlier commencement of the legal year; and, apart from its accelerated time of publication, the edition is marked by the inclusion for the first time of a statement of the procedure and practice on the Revenue side of the King's Bench Division. This is contained in Part X. at the end of Vol. II., and, commencing with English informations, it exhibits in detail the steps in the various processes on the Revenue side. At the close are given the English Information Rules and the Exchequer General Rules. Practitioners are naturally less familiar with the procedure in Crown cases than in ordinary litigation, and there is the more need for having the practice made readily accessible in a book of reference. Hence the present addition to the Annual Practice will be generally welcomed. In other respects the arrangement of the work has not been materially altered, and since the old matter has not suffered diminution, the size of the work shews a tendency to increase. Vol. II., which was originally a mere offshoot from Vol. I., is now fairly on the way to rival it in bulk. The day seems to have gone by when a redrafting of the rules and a simplification of the practice was anticipated, and the publishers probably best consult the needs of the profession by aiming at completeness rather than conciseness. This object they very successfully attain. In addition to the R.S.C. which, with the notes and the lengthy Table of Cases, fill Vol. I., and to the Procedure Forms, Table of Costs, Supreme Court Fund and other Rules, and Statutes—these last distinguished by red edging—which are contained in Vol. II., there is much miscellaneous matter which is of great use to the practitioner; such, for instance, as the Tables at the end of Vol. II. which show the time for, and mode of, appealing in the different forms of procedure, and the distinction between final and interlocutory orders for the purpose of appealing, both of which have been compiled by Mr. Edward Manson. The index, which is a very important element in a work of this kind, is, as before, printed at the end of each volume.

### Encyclopædia of the Laws of England.

**ENCYCLOPÆDIA OF THE LAWS OF ENGLAND, WITH FORMS AND PRECEDENTS BY THE MOST EMINENT LEGAL AUTHORITIES.** SECOND EDITION, REVISED AND ENLARGED. VOLUME VI.: FACTORS ACT TO HYPOTHEQUE. Sweet & Maxwell (Lim. ed.); Wm. Green & Sons, Edinburgh.

The issue of the new edition of this useful work goes on with commendable rapidity. Among the more important subjects dealt with in this volume are Forgery, Fraud, *Freight*, Gaming (and Wagering), Goodwill, Highways, and Husband and Wife. To

judge from the title-page, we ought to be able to add Factors Acts, but that is one of the ironies of cross-reference. This heading commences the volume, indeed, but only to refer the reader to "Principal and Agent." A perusal of the article on Forgery, with its long list of documents and statutes as to, and under which, this offence may be committed, shews how difficult it is to state the law in a compendious form. The carrying out of the project for the codification of the criminal law, which has for some years now been in abeyance, might well be one of the next tasks of the Legislature. In Mr. W. F. Crates' article on Gaming (and Wagering) the consequences which flow from a gaming contract being under the Gaming Act, 1842, void only, and not illegal, are very clearly and concisely stated in a series of seven propositions. It is interesting to note that a betting man has to pay income tax on his profits, and that partners in such a business can claim a partnership account. The article on Goodwill deals with a subject which has been developed by numerous recent decisions. These, including, of course, the leading case of *Trevo v. Hunt* (1896, A. C. 7), are duly referred to. Another subject which has called for consideration of recent law, chiefly statutory, is that on Highway Authority, and the immediately following article on Highways contains a carefully condensed account of a difficult and complicated subject. The section on Roadside Wastes gives the recent decisions on the relation of the highway to such wastes, and explains the statutory duty of the district council to protect them. In the article on Husband and Wife, among the numerous authorities collected are the recent cases—such as *Morel v. Earl of Westmoreland* (1904, A. C. 11)—which have emphasized the difficulty of ascertaining where to fix the liability for goods ordered by a married woman. The matter in the volume has been very completely brought up to date.

### Books of the Week.

**The A B C Guide to the Practice of the Supreme Court, 1908. Sixth Edition.** By FRANCIS A. STRINGER, of the Central Office of the Supreme Court, one of the Editors of the Annual Practice and of Daniell's Chancery Practice, &c. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

**The Annual Practice, 1908: being a Collection of the Statutes, Orders, and Rules relating to the General Practice, Procedure, and Jurisdiction of the Supreme Court; with Notes, Forms, &c.** By THOMAS SNOW, M.A., Barrister-at-Law; CHARLES BURNETT, B.A., a Master of the Supreme Court; and FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice. In Two Vols. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

**An Epitome of Real Property Law for the use of Students.** By W. H. HASTINGS KELKE, M.A., Barrister-at-Law. Fourth Edition. By the Author and ADAM PARTINGTON, Real Property Law Prizeman, Conveyancing Law Prizeman, Honours Solicitors' Final. Sweet & Maxwell (Limited).

*The Humane Review.* October, 1907. Ernest Bell.

## CASES OF THE WEEK.

### Court of Appeal.

**JOHNSON v. PICKERING. NORTON, Claimant. No. 1. 14th Oct.**

**SHERIFF—MONEY AND BANK NOTES—SEIZURE—DEATH OF JUDGMENT DEBTOR—ADMINISTRATION OF INSOLVENT ESTATE—JUDGMENTS ACT, 1888 (1 & 2 VICT. c. 110), s. 12.**

*After the sheriff had seized certain goods of the judgment debtor in his house under a writ of *h. fa.*, the debtor, unknown to the sheriff, placed certain bank notes in a piece of furniture which the sheriff had seized. The debtor died while the sheriff was in possession, and an order was made for the administration of his estate in bankruptcy under section 125 of the Bankruptcy Act, 1888. The sheriff then claimed the notes.*

*Held, that, as the sheriff had not seized the notes during the lifetime of the debtor, and as the property in them no longer remained in the debtor, he had no right to seize them after the debtor's death under section 12 of the Judgments Act, 1888, and they belonged to the trustee under the administration order.*

*Judgment of Lawrence, J. (1907, 2 K. B. 437), reversed.*

Appeal from the judgment of Lawrence, J. (reported in 1907, 2 K. B. 437). On the 19th of September, 1906, the plaintiff recovered judgment against the defendant for a sum of money, and on the 12th of November a writ of *h. fa.* was delivered to the sheriff for execution. On the 13th of November the sheriff seized under the writ all the goods of the judgment debtor at his house. On the next day the debtor received £400 upon the sale of certain sheep, and also the sum of £210, being money drawn by him from his banking account. After making certain payments, the debtor, without the knowledge of the sheriff, placed £395 in notes, the balance of the above sums, in a drawer in his bedroom at his house, the sheriff being still in possession of the goods. The debtor died suddenly on the 21st of November, at his house, and after his death his widow

discovered the notes in the drawer, and handed them to the solicitors who acted for her and her late husband, the sheriff being still in possession. On the 12th of December the sheriff went out of possession, having sold the goods, and on the 14th of December an order was made for the administration of the estate of the debtor under section 125 of the Bankruptcy Act, 1883, and the claimant was appointed trustee thereunder. When the sheriff ascertained that the bank-notes were in the solicitors' possession he took out an interpleader summons under which the claimant claimed the bank-notes as against the execution creditor. Lawrence, J., held that the notes had been placed in the possession of the sheriff, and were therefore seized by him, and that the execution creditor was entitled to them as against the trustee. The trustee appealed.

The COURT allowed the appeal.

FLETCHER MOUTON, L.J., said that at common law money and bank-notes are not seizable under a writ of *fi. fa.* Section 12 of the Judgments Act, 1838, empowered the sheriff to seize money, bank-notes, and certain other specified *choses in action*. But until the sheriff seized the money or bank-notes there was no right or claim or lien binding them, as there was in the case of goods from the date of the delivery of the writ to the sheriff. In the present case the sheriff did not hear of the existence of the notes until after the death of the judgment debtor. The right to the bank-notes only arose upon seizure, and the right to seize died with the judgment debtor. The debtor being dead, the notes belonged either to his personal representatives, or, as in this case, to the trustee, and the sheriff had no right then to seize them under section 12 of the Judgments Act, 1838. The trustee was therefore entitled to the notes.

FAREWELL and BUCKLEY, L.J.J., concurred, stating that section 12 of the Judgments Act, 1838, only gave the sheriff power to seize bank-notes which belonged to the judgment debtor, and the debtor being dead, the notes no longer belonged to him, and therefore the sheriff was not entitled to seize them after his death.—COUNSEL, Tindal Atkinson, K.C., and A. P. Longstaffe; H. T. Kemp, K.C., and E. Shortt, SOLICITORS, Ward, Bowes, & Co., for W. & E. H. Foster, Leeds; Burton, Yeates, & Hart, for Luke White, Driffield.

[Reported by W. F. BARRY, Barrister-at-Law.]

## Law Students' Journal.

### Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—October 8.—Chairman, Mr. W. G. Weller.—The subject for debate was: "That the 'Plays Pleasant' of Mr. G. B. Shaw are less pleasing than his 'Plays Unpleasant'." Mr. Hugh Pettitt opened in the affirmative, Mr. H. M. R. Pothecary seconded in the affirmative. The following members also spoke: Messrs. Davis, Rendell, Pleadwell, Coroner, Harnett, Blanco White, Birch, Krauss, Eves, Turner. The motion was lost by two votes.

## Obituary.

### Mr. W. Pearson, K.C.

Mr. William Pearson, K.C., formerly a well-known member of the Chancery bar, died at his residence at Hampstead on Tuesday last, in his 85th year. He was a Yorkshirer—a descendant, we believe, of a long line of sturdy yeomen of a North Riding dale—and all through his life he was characterized by the vigorous tenacity of opinion and by the occasional outspoken bluntness of his countrymen. He was called to the bar in 1853, and obtained such a practice as warranted him, about twenty years afterwards, in applying for and obtaining a silk gown. He selected Vice-Chancellor Malins' court, and in spite of powerful competitors, succeeded, as the contemporary reports shew, in acquiring by his great ability a large practice—not only in ordinary matters, but in cases such as *Mofat v. Fargushar* (7 Ch. D. 501), where the solicitors were the well-known firms of Hollams and Freshfields, and Mr. Pearson had with him Sir H. Giffard, then Solicitor-General. A few months after becoming a Q.C. he was elected a bencher of the Inner Temple. He retired from practice many years ago, and is understood to have been engaged in the preparation of a great work on the *Domesday Book*, which it is to be hoped may see the light. His son is Professor Karl Pearson, of University College.

## Legal News.

### General.

Mr. R. F. Norton, K.C., will for the future practice in the court of Mr. Justice Joyce, instead of before Mr. Justice Warrington, as formerly.

Mr. Justice Bigham, Mr. Justice Bray, and Mr. Justice A. T. Lawrence have been appointed the Parliamentary Election Petition Judges for the ensuing year.

During the absence of Mr. Justice Bigham in the Appeal Court it is understood, says the *Times*, that Mr. Justice Channell will take charge of the Commercial Court lists, that Mr. Justice Phillimore will take over the bankruptcy business, and that Mr. Justice A. T. Lawrence will hear Railway and Canal Commission cases.

Mr. Tindal Atkinson, K.C., and Mr. English Harrison, K.C., have been appointed Commissioners of Assize for the autumn assizes on the Midland and Western Circuits respectively, the former in place of Mr. Justice Bucknill, and the latter in place of Mr. Justice Darling.

The following are the circuits chosen by the judges for the ensuing winter assizes: South-Eastern, the Lord Chief Justice and Mr. Justice Walton; Oxford, Mr. Justice Grantham and Mr. Justice Jeaff; Midland, Mr. Justice Lawrence and Mr. Justice Bigham; Northern, Mr. Justice Ridley and Mr. Justice Pickford; North-Eastern, Mr. Justice Channell and Mr. Justice Sutton; Western, Mr. Justice Bucknill and Mr. Justice Coleridge; North Wales, Mr. Justice Bray; South Wales, Mr. Justice A. T. Lawrence. Mr. Justice Darling and Mr. Justice Phillimore are the judges to remain in town.

On Tuesday, on an application for a new trial before the Court of Appeal, upon the ground that the verdict was against the weight of the evidence, the Lord Chancellor, as reported in the *Times*, said that when a verdict had been found by a jury the court would not interfere unless it was satisfied that there had been a clear miscarriage of justice. There must be some finality in the trial, and, as had been frequently laid down, a new trial would not be granted merely because the judge differed from the conclusion arrived at by the jury. The jury, with all their advantages and disadvantages, were the tribunal appointed to determine the facts. Here there was no complaint made as to the direction of the judge to the jury, and the court must refuse to set aside the verdict of the jury, as in his opinion there was ample evidence to support it.

The chapel of Gray's-inn has during the vacation, says the *Daily Telegraph*, been enriched with another window, making a notable addition to the series which commemorate the association of Archbishops Wake, Whitgift, Laud, and Juxon with the ancient and honourable society. In the new window, which is also a memorial to the late Mr. H. C. Richards, M.P., treasurer to the inn at the time of his death, the connection of Bishop Lancelot Andrewes as a student is recalled. Mr. Selwyn Image is the artist who designed the window, which is exceedingly dignified in effect, and shows the figure of the bishop habited in a cope of subdued crimson, with a cassock of ecclesiastical purple, a rich green carpet being underfoot. In one hand is a copy of the *Holy Bible*, recalling his deep research into the *Scriptures*, and a reminder of his devotional writings.

At Brunswick, says the Berlin correspondent of the *Daily Telegraph*, the process of the posterity of Countess Civry, formerly Lady Colville, against the present holders of the estate of Karl II., Duke of Brunswick, in which a sum of nearly £9,000,000 sterling is said to be at stake, came once more before the courts. The Civry process is based on the allegation that the then Lady Colville was formally recognized by the Duke as his legitimate daughter, but in 1894 it was, on appeal, definitely decided against the plaintiffs. In the following year it was, however, again taken up on the ground of a new fact. This was the discovery in the British Museum of a certified copy of the document in which it was alleged Lady Colville had been legitimized, and which it was further stated had been destroyed when the ducal *Schloss* was burned down by the insurrectionary Brunswickers. Judgment was reserved until November 25th.

Lord Chief Justice Erle was, says the *Evening Standard*, a man of very different stamp from Hawkins where money was concerned. Quite a charming old-world story, for which Ballantine was able to vouch, illustrates this. Erle, trying a cause at Northampton, had, to his sorrow, to direct a jury against some poor people who had been scandalously but "legally" swindled. The result meant their being absolutely beggared. On the following morning an elderly gentleman on horseback made his appearance in the alley where the poor people resided. It was none other than the judge. He had come to give them good advice, and with it "a sum of money that replaced them in their old position." Quite like the fairy stories of our childhood. It was more timely aid than that extended by another judge who had wrongly directed a jury. He left in his will a sum of money to liquidate the costs of the man whom he had thus caused to lose his case.

At the opening of the Reading Assizes on Monday, Mr. Justice Jeaff, says the *Times*, referred to the Criminal Appeal Act, and said that, in his opinion, it could not be too emphatically maintained that the statute was only intended to provide an exceptional remedy for any exceptional wrong which might otherwise from time to time have remained unredressed. Even the keenest promoter of the Bill did not impugn the humane character of the English criminal law as a whole, but recognized the spirit of absolute fairness which always distinguished the conduct of a criminal trial in this country. It was significant that when all the powers of the new Act were exhausted the prerogative of mercy vested in the Sovereign would still remain intact, and in all probability the Home Secretary's discretion as to recommending pardon or commutation of sentence would in some cases be exercised even after the Court of Criminal Appeal had confirmed the verdict and sentence. If nearly every case of conviction on indictment at assizes or quarter sessions for any offence were as a matter of course appealed against in order to test the accuracy of the result, all sorts of mischievous consequences would follow. In cases of murder especially it would shock the public conscience if sentence of death, with all its solemn accompaniments, were continually passed, while the ultimate result was uncertain. It was, therefore, much to be desired that the Court of Criminal Appeal would see its way to weed out at an early stage a very large proportion of the very numerous appeals or applications for leave to appeal which would probably be the first outcome of the Act, and would practically confine the application of its provision to the few cases where a real miscarriage could be shown to have taken place.





OUTRAM, JAMES WARING, Sheffield Dec 1 Webster & Stirring, Sheffield  
PETTIT, FREDERICK, Thetford, Norfolk Nov 20 Evans & Co, Theobald's rd  
PAINTER, MARY ELIZA, St John's Wood park Nov 11 A F & R W Tweedie, Lincoln's  
Inn Fields  
ROBERTS CHARLES, Norton, Derby Nov 25 Irons, Sheffield  
ROBERTSON, MARIAN, Euston gate Nov 20 Janson & Co, College hill  
RYAN, JACOBUS VAN, Fitzjohns av, Hampstead Dec 1 Bristows & Co, Copthall bldgs

SCORAH, WILLIAM, Sheffield, Innkeeper Nov 8 Machen, Sheffield  
SMITH, GEORGE, Bradford Nov 30 Gaunt & Co, Bradford  
TAYLOR, CHARLES HENRY, Ridgmount gdns, Lyric Writer Nov 11 Butland, Chancery L  
WALKER, NICHOLAS, Dynd rd, Brondesbury Nov 11 Downey & Linnell, Conduit st  
WALKER, ARTHUR, Deighton, Huddersfield, Cloth Dyer Dec 3 Ramsden & Co, Huddersfield  
WHITTLE, MARY ANN, Totley Rise, Derby Nov 23 Wake & Sons, Sheffield

## Bankruptcy Notices.

*London Gazette*.—FRIDAY, Oct. 11.

### RECEIVING ORDERS.

AVENT, DANIEL HERBERT, Plymouth, Haulier Plymouth Pet Oct 7 Ord Oct 7  
BEST, ALFRED J, Mount Park rd, Ealing, Builder High Court Pet Sept 6 Ord Oct 8  
BOOTH, JOHN RICHARD, Carrington, Lincs, Carpenter Boston Pet Oct 9 Ord Oct 9  
BRITTON, CHARLES, Abberley, Colliery Proprietor Newport, Mon Pet Sept 26 Ord Oct 9  
BROADBRIDGE, WILLIAM HAROLD, Edgware rd, Fruiterer High Court Pet Oct 8 Ord Oct 8  
BROWN, OSWALD CHARLES BERNARD, Pocklington, Yorks, Solicitor York Pet Sept 30 Ord Oct 8  
BURE, THOMAS O, Garlick hill High Court Pet Sept 21 Ord Oct 8  
CHINERY, DAVID BLANKSON, Fourth av, Queen's Park, Accountant's Clerk High Court Pet Oct 8 Ord Oct 8  
CHURCHMAN, JOHN, Southampton, Dairy Proprietor Southampton Pet Sept 30 Ord Oct 7  
COHN, RUDOLF, Duke st, St James', Stock Exchange Commission Agent High Court Pet Aug 15 Ord Oct 8  
CUE, WILLIAM TAYLOR, Leicester, Silk Agent Leicester Pet Oct 7 Ord Oct 7  
FILMER, CHARLES CLIFFORD, Maidstone, Cycle Dealer's Manager Maidstone Pet Sept 14 Ord Oct 9  
GIBSON, JOHN HARRY, Dover, Photographer Canterbury Pet Oct 9 Ord Oct 9  
GILBERT, RALEIGH MINCHIN, Margate, Schoolmaster Canterbury Pet Oct 9 Ord Oct 9  
GREEN, WILLIAM NICHOLAS, Hexham, Northumberland, Builder Newcastle on Tyne Pet Oct 5 Ord Oct 5  
HALS, ELIZA, and HENRY HALE, Luton, Corn Merchants Luton Pet Oct 7 Ord Oct 7  
HANDSFILP, JANE FRANCIS, Barrow in Furness, General Dealer Barrow in Furness Pet Oct 8 Ord Oct 8  
HAYNES, HERBERT CHARLES, High rd, Tottenham, Baker Edmonton Pet Oct 7 Ord Oct 7  
HULL, JOSEPH, Vickerton South, Barrow in Furness, Stationer Barrow in Furness Pet Oct 9 Ord Oct 9  
JOHNSON, ANDREW CAMPBELL, Navy, Lincs, Baker Lincoln Pet Oct 8 Ord Oct 8  
JONES, ALCWYN, Tonypandy, Glam, Grocer Newport, Mon Pet Oct 9 Ord Oct 8  
LEEK, WILLIAM HENRY, Newport, Mon, Grocer Newport, Mon Pet Oct 8 Ord Oct 8  
LETHBRIDGE, Capt F W, Exmouth, Devon High Court Pet July 8 Ord Oct 9  
LOMAS, JOSEPH, Dove Holes, Derby, Farmer Stockport Pet Oct 7 Ord Oct 7  
MEDWAY COAL Co, Chatham Rochester Pet Sept 28 Ord Oct 7  
MURBER, WALTER THOMAS, Deptford, Kent, Licensed Victualler's Manager Greenwich Pet Aug 21 Ord Oct 1  
MUGATROYD, JOHN WILLIAM, Scarborough, Railway Clerk Scarborough Pet Oct 7 Ord Oct 7  
NEWMAN, WILLIAM JOSEPH, Headless Cross, nr Redditch, Worcester, Baker Birmingham Pet Oct 8 Ord Oct 8  
NICHOLSON, THOMAS G, Draper's gdns, Throgmorton av, Stockjobber High Court Pet Sept 19 Ord Oct 9  
PARKINSON, EDWARD, Rotherham, Yorks, Joiner Sheffield Pet Oct 7 Ord Oct 7  
PAYNE, JOSEPH LAMBERT, Hove, Sussex, Corn Merchant Brighton Pet Oct 8 Ord Oct 8  
PECK, ALBERT WILLIAM, Stapleford, Notts, Commercial Traveller Wakefield Pet Oct 8 Ord Oct 8  
POWELL, THOMAS, Morriston, Swansea, Rolloverman Swansea Pet Oct 7 Ord Oct 7  
REES, JOHN, Aberdulais, nr Neath, Glam, Collier Aberavon Pet Oct 7 Ord Oct 7  
ROSE, ERNEST ALFRED, Pontefract, Tailor Wakefield Pet Oct 8 Ord Oct 8  
SEXTON, FREDERICK, Portland, Dorset, Fish Dealer Dorchester Pet Oct 8 Ord Oct 8  
SMALL, WILLIAM, and THOMAS WILLIAM SMALL, Birmingham, Wife Workers Birmingham Pet Oct 7 Ord Oct 7  
STEEL, HORACE, Rotherham, Yorks, Plumber Sheffield Pet Oct 8 Ord Oct 8  
STEVENS, ALICE ELIZA, Southsea, Hants, Spinster Portsmouth Pet Oct 7 Ord Oct 7  
THOMPSON, HARRIET, Horley, Surrey Croydon Pet Oct 8 Ord Oct 8  
TWEEDIE, ALBERT, Crewe, Licensed Victualler Crewe Pet Sept 28 Ord Oct 8  
WAITT, WILLIAM, Billesley, Worcester, Baker Birmingham Pet Oct 7 Ord Oct 7  
WALTERS, JAMES, Worcester, Coal Merchant Worcester Pet Oct 7 Ord Oct 7  
WARD, CHARLES FRANK, Dead Mills, Bath, Miller Bath Pet Oct 7 Ord Oct 7  
WATSON, ARTHUR JAMES, Halifax, Brush Manufacturer Halifax Pet Oct 5 Ord Oct 5  
WEBSTER, THOMAS, Scarborough, Shoeing Smith Scarborough Pet Oct 9 Ord Oct 9  
WILSON, THOMAS, Bury, Butcher's Manager Coventry Pet Oct 8 Ord Oct 8  
WILLIAMS, ALBERT, Woodhouse, nr Sheffield, Upholsterer Sheffield Pet Oct 9 Ord Oct 9  
WILLIAMS, DAVID, Bangor, Currier Bangor Pet Oct 7 Ord Oct 7  
YATES, FREDERICK THOMAS, Ashton under Lyne, Lancs, Tobacconist Ashton under Lyne Pet Sept 12 Ord Oct 7

### RECEIVING ORDERS RESCINDED.

GULBENKIAN, GARABED KRIKOS, Holland Park av, General Merchant High Court Rec Ord May 6 Rec Oct 4  
GULBENKIAN, KAREN KAREN, Orsett ter, Baywater, General Merchant High Court Rec Ord May 6 Rec Oct 4  
GULBENKIAN, VAHAN SARKIS, Orsett ter, Baywater, General Merchant High Court Rec Ord May 6 Rec Oct 4

### FIRST MEETINGS.

BACKWELL, WILLIAM, Crediton, Devon, Contractor Oct 10 at 11 Off Rec, 9 Bedford circuit, Exeter  
BARNETT, WALTER WILLIAM, Hockwold cum Wilton, Norfolk, Grocer Oct 10 at 12 Off Rec, 8, King st, Norwich

BABBOON, GROBRE, Battle, Sussex, Grocer Oct 22 at 12 County Court Office, 24 Cambridge rd, Hastings

BEST, ALFRED J, Mount Park rd, Ealing, Builder Oct 23 at 13 Bankruptcy bldgs, Carey st

BROADBRIDGE, WILLIAM HAROLD, Edgware rd, Fruiterer Oct 21 at 1 Bankruptcy bldgs, Carey st

BROCK, ANTHONY, North Lopham, East Harling, Norfolk, Hay Dealer Oct 18 at 2.15 Off Rec, 38, Princes st, Ipswich

BROOKS, CHARLES JOHN, Spring grove, Isleworth, Builder Oct 23 at 12.15, Bedford row

BROWN, OSWALD CHARLES BERNARD, Pocklington, Yorks, Solicitor Oct 28 at 2.30 Off Rec, The Red House, Duncombe pl, York

BURE, THOMAS O, Garlick hill Oct 25 at 13 Bankruptcy bldgs, Carey st

CHINERY, DAVID BLANKSON, Fourth av, Queen's Park, Accountant's Clerk Oct 23 at 1 Bankruptcy bldgs, Carey st

CHURCHMAN, JOHN, Southampton, Dairy Proprietor Oct 22 at 11 Off Rec, Midland Bank Chambers, High st, Southampton

CLARKE, EDGAR JOHN, Feltham, Norfolk, Butcher Oct 19 at 12.30 Off Rec, 8, King st, Norwich

CLARKS, THOMAS ALBERT, Dudley, Cabinet Maker Oct 21 at 11 Dudley Arms Hotel, Dudley

COHN, RUDOLF, Duke st, St James', Stock Exchange Commission Agent Oct 21 at 11 Bankruptcy bldgs, Carey st

COLEBATCH, EDWIN, Kimbolton, Hereford, Farmer Oct 19 at 2.30 2 Off Rec, 2, Hereford

CROSBY, ALFRED CHARLES, Rookley, Godshill, I of W, Cow-keeper Oct 19 at 2.30 Off Rec, 38, Holyrood st, New-port, I of W

CUE, WILLIAM TAYLOR, Leicester, Silk Agent Oct 21 at 8 Off Rec, 1, Berriedge st, Leicester

DOWN, JOHN THOMAS, Whittlebury, Grocer Oct 19 at 10 Off Rec, 62a, Castle st, Canterbury

DRISCOLL, WILLIAM WALLACE, Newport, Mon, Watchmaker Oct 23 at 12 Off Rec, 144, Commercial st, Newport, Mon

DREYER, RICHARD, Portland, Dorset, Naval Canteen Scrubber Oct 23 at 1 Off Rec, City Chambers, Catherine st, Salisbury

EDWARDS, EBENEZER CHARLES, Argyle rd, West Ealing, Decorator Oct 22 at 12.30 14 Bedford row

EVANS, JOHN FREDERICK, and WILLIAM FARRELL, Crewe, Ironmongers Crewe Pet Oct 9 Ord Oct 9

GIBSON, JOHN HARRY, Dover, Photographer Canterbury Pet Oct 9 Ord Oct 9

GILBERT, RALEIGH MINCHIN, Margate, Schoolmaster Canterbury Pet Oct 9 Ord Oct 9

GRACE, ISAAC jun, Liverpool, Poultry Dealer Liverpool Pet Oct 27 Ord Oct 9

HANDSFILP, JANE FRANCIS, Barrow in Furness, General Dealer Barrow in Furness Pet Oct 8 Ord Oct 8

HAYNES, HERBERT CHARLES, High rd, Tottenham, Baker Edmonton Pet Oct 7 Ord Oct 7

HULL, JOSEPH, Vickerton South, Barrow in Furness, Stationer Barrow in Furness Pet Oct 9 Ord Oct 9

JEFREYS, ELIZABETH ANN MANN, St Mary's manse, St Mary's ter, Paddington Green High Court Pet Aug 16 Ord Oct 9

JENKINS, WILLIAM, Southerndown, Glam, Contractor Cardiff Pet Aug 20 Ord Oct 9

JOHNSON, ANDREW CAMPBELL, Navenby, Lincs, Baker Lincoln Pet Oct 8 Ord Oct 8

JONES, ALCWYN, Tonypandy, Glam, Grocer Newport, Mon Pet Oct 8 Ord Oct 8

KARAN, WILLIAM ALEXANDER, Mosley Hill, Liverpool, Draper Liverpool Pet Sept 13 Ord Oct 7

KONSEN, LEWIS, Middlesex st, Aldgate, Manufacturing Fitter High Court Pet Sept 3 Ord Oct 8

LAMMING, HAROLD SYDNEY, Maidenhead, Clerk Windsor Pet Sept 5 Ord Oct 5

LEEK, WILLIAM HENRY, Newport, Mon, Grocer Newport, Mon Pet Oct 3 Ord Oct 3

LOMAS, JOSEPH, Dove Holes, Derby, Farmer Stockport Pet Oct 7 Ord Oct 7

MITCHISON, JOSEPH EDWARD, Fenchurch st, Wine Merchant High Court Pet Aug 16 Ord Oct 5

MUGATROYD, JOHN WILLIAM, Scarborough, Railway Clerk Scarborough Pet Oct 7 Ord Oct 7

NEWMAN, WILLIAM JOSEPH, Headless Cross, nr Redditch, Worcester, Baker Birmingham Pet Oct 8 Ord Oct 8

OWENS, GWILYNN, Fenchurch st, Coal Contractor High Court Pet Aug 30 Ord Oct 10

PARKINSON, EDWARD, Rotherham, Yorks, Joiner Sheffield Pet Oct 7 Ord Oct 7

PAYNE, JOSEPH LAMBERT, Hove, Sussex, Corn Merchant Brighton Pet Oct 8 Ord Oct 8

PECK, ALBERT WILLIAM, Stapleford, Notts, Commercial Traveller Wakefield Pet Oct 8 Ord Oct 8

POWELL, THOMAS, Morriston, Swansea, Rolloverman Swansea Pet Oct 7 Ord Oct 7

REES, JOHN, Port Talbot, Abertillery, nr Neath, Glam, Collier Aberavon Pet Oct 7 Ord Oct 7

ROSE, ERNEST ALFRED, Pontefract, Yorks, Tailor Wakefield Pet Oct 8 Ord Oct 8

SCOURSE, JOHN TIMOTHY, St Swithin's in, Press Agent High Court Pet Sept 13 Ord Oct 7

SEXTON, FREDERICK, Portland, Dorset, Fish Dealer Dorchester Pet Oct 8 Ord Oct 8

STEEL, HORACE, Rotherham, Yorks, Plumber Sheffield Pet Oct 8 Ord Oct 8

STEVENS, ALICE ELIZA, Southsea, Hants Portsmouth Pet Oct 7 Ord Oct 7

SULLIVAN, FRANK JOHN, Conduit st, Licensed Victualler High Court Pet Aug 26 Ord Oct 10

THOMPSON, HARRIET, Horley, Surrey Croydon Pet Oct 8 Ord Oct 8

TROPP, ASCHER, Christian st, Commercial rd, Chancery L

WALTERS, JAMES, Worcester, Coal Merchant Worcester Pet Oct 7 Ord Oct 7

WATSON, ARTHUR JAMES, Halifax, Brush Manufacturer Halifax Pet Oct 8 Ord Oct 8

SULLY, JOHN CHARLES PYKETT, Nottingham, Outfitter Oct 23 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

THOMPSON, HARRIET, Horley, Surrey Oct 21 at 11 Off Rec, York rd, Westminster Bridge

TOBIN, SAMUEL, Heaton, Ashton, Staffs, Farmer Oct 23 at 11 Off Rec, 23, King Edward st, Macclesfield

WALTERS, JAMES, Worcester, Coal Merchant Oct 19 at 11.30 Off Rec, 11, Copenhagen st, Worcester

WATSON, ARTHUR JAMES, Halifax, Brush Manufacture Oct 21 at 11 County Court House, Prescott st, Halifax

WEBB, FRANCIS JOSEPH, Birmingham, Nail Manufacturer Oct 22 at 11.30 191 Corporation st, Birmingham

WEBSTER, THOMAS, Scarborough, Shoeing Smith Oct 23 at 4.30 Off Rec, 74, Newborough, Scarborough

YATES, FREDERICK THOMAS, Ashton under Lyne, Lancs, Tobacconist Ashton under Lyne Pet 19 at 11 Off Rec, Byrom st, Manchester

### ADJUDICATIONS.

AVENT, DANIEL HERBERT, Plymouth, Haulier Plymouth Pet Oct 7 Ord Oct 7

BACKEWELL, WILLIAM, Crediton, Devon, Builder Exeter Pet Oct 3 Ord Oct 9

BUCKINGHAM, FREDERIC, jun, Cheltenham, Grocer Cheltenham Pet Aug 10 Ord Oct 9

BOORNE, WILLIAM HANSON, Greenwich, Mining Engineer High Court Pet May 17 Ord Oct 5

BOOTH, JOHN RICHARD, Carrington, Lincs, Carpenter Boston Pet Oct 9 Ord Oct 9

BRADLEY, FRANCIS, Bradford, Plumber Norwich Pet Sept 21 Ord Oct 8

CARREY, VICTORIA, Joiner, Cheltenham Pet Oct 2 Ord 2

DEAN, JAMES, Coal Merchant Exeter Pet Oct 2 Ord 2

ELLIS, JAMES, Joiner, Exeter Pet Oct 2 Ord 2

EMBLETON, JAMES, Joiner, Exeter Pet Oct 2 Ord 2

EVANS, JOHN HARRY, Dover, Photographer Canterbury Pet Oct 9 Ord Oct 9

FRANCIS, BRADLEY, Joiner, Exeter Pet Oct 2 Ord 2

GRAN, FRANCIS EDWARD, Bristol, Cardboard Box Manufacturer Bristol Pet Sept 17 Ord Oct 8

EVANS, JOHN FREDERICK, and WILLIAM FARRELL, Crewe, Ironmongers Crewe Pet Oct 9 Ord Oct 9

GIBSON, JOHN HARRY, Dover, Photographer Canterbury Pet Oct 9 Ord Oct 9

GILBERT, RALEIGH MINCHIN, Margate, Schoolmaster Canterbury Pet Oct 9 Ord Oct 9

GRACE, ISAAC jun, Liverpool, Poultry Dealer Liverpool Pet Oct 27 Ord Oct 9

HANDSFILP, JANE FRANCIS, Barrow in Furness, General Dealer Barrow in Furness Pet Oct 8 Ord Oct 8

HAYNES, HERBERT CHARLES, High rd, Tottenham, Baker Edmonton Pet Oct 7 Ord Oct 7

HULL, JOSEPH, Vickerton South, Barrow in Furness, Stationer Barrow in Furness Pet Oct 9 Ord Oct 9

JEFREYS, ELIZABETH ANN MANN, St Mary's manse, St Mary's ter, Paddington Green High Court Pet Aug 16 Ord Oct 10

JENKINS, WILLIAM, Southerndown, Glam, Contractor Cardiff Pet Aug 20 Ord Oct 9

JOHNSON, ANDREW CAMPBELL, Navenby, Lincs, Baker Lincoln Pet Oct 8 Ord Oct 8

JONES, ALCWYN, Tonypandy, Glam, Grocer Newport, Mon Pet Oct 8 Ord Oct 8

KARAN, WILLIAM ALEXANDER, Mosley Hill, Liverpool, Draper Liverpool Pet Sept 13 Ord Oct 7

KONSEN, LEWIS, Middlesex st, Aldgate, Manufacturing Fitter High Court Pet Sept 3 Ord Oct 8

LAMMING, HAROLD SYDNEY, Maidenhead, Clerk Windsor Pet Sept 5 Ord Oct 5

LEEK, WILLIAM HENRY, Newport, Mon, Grocer Newport, Mon Pet Oct 3 Ord Oct 3

LOMAS, JOSEPH, Dove Holes, Derby, Farmer Stockport Pet Oct 7 Ord Oct 7

MITCHISON, JOSEPH EDWARD, Fenchurch st, Wine Merchant High Court Pet Aug 16 Ord Oct 5

MUGATROYD, JOHN WILLIAM, Scarborough, Railway Clerk Scarborough Pet Oct 7 Ord Oct 7

NEWMAN, WILLIAM JOSEPH, Headless Cross, nr Redditch, Worcester, Baker Birmingham Pet Oct 8 Ord Oct 8

OWENS, GWILYNN, Fenchurch st, Coal Contractor High Court Pet Aug 30 Ord Oct 10

PARKINSON, EDWARD, Rotherham, Yorks, Joiner Sheffield Pet Oct 7 Ord Oct 7

PAYNE, JOSEPH LAMBERT, Hove, Sussex, Corn Merchant Brighton Pet Oct 8 Ord Oct 8

PECK, ALBERT WILLIAM, Stapleford, Notts, Commercial Traveller Wakefield Pet Oct 8 Ord Oct 8

POWELL, THOMAS, Morriston, Swansea, Rolloverman Swansea Pet Oct 7 Ord Oct 7

REES, JOHN, Port Talbot, Abertillery, nr Neath, Glam, Collier Aberavon Pet Oct 7 Ord Oct 7

ROSE, ERNEST ALFRED, Pontefract, Yorks, Tailor Wakefield Pet Oct 8 Ord Oct 8

SCOURSE, JOHN TIMOTHY, St Swithin's in, Press Agent High Court Pet Sept 13 Ord Oct 7

SEXTON, FREDERICK, Portland, Dorset, Fish Dealer Dorchester Pet Oct 8 Ord Oct 8

STEEL, HORACE, Rotherham, Yorks, Plumber Sheffield Pet Oct 8 Ord Oct 8

STEVENS, ALICE ELIZA, Southsea, Hants Portsmouth Pet Oct 7 Ord Oct 7

SULLIVAN, FRANK JOHN, Conduit st, Licensed Victualler High Court Pet Aug 26 Ord Oct 10

THOMPSON, HARRIET, Horley, Surrey Croydon Pet Oct 8 Ord Oct 8

TROPP, ASCHER, Christian st, Commercial rd, Chancery L

WALTERS, JAMES, Worcester, Coal Merchant Worcester Pet Oct 7 Ord Oct 7

WATSON, ARTHUR JAMES, Halifax, Brush Manufacturer Halifax Pet Oct 8 Ord Oct 8

WEBSTER, THOMAS, Scarborough, Shoing Smith Scarborough Pet Oct 6 Ord Oct 9  
 WILCOX, THOMAS, Rugby, Butcher's Manager Coventry Pet Oct 8 Ord Oct 8  
 WILLIAMS, ALBERT, Woodhouse, nr Sheffield, Upholsterer Sheffield Pet Oct 9 Ord Oct 9  
 WILLIAMS, DAVID, Bangor, Caravanner, Currier Bangor Pet Oct 7 Ord Oct 7  
 WILDE, EDMUND, WYNTON, Painscombe, Devon, Barnstable Pet Aug 3 Ord Oct 8

Amended notices substituted for that published in the London Gazette of Oct 1:

JONES, WILLIAM HENRY, ERNEST JOHN BEMM, FARDELL BEMM, and GEORGE WILLIAM WILKINSON, Billiter of Timber Merchants High Court Pet April 10 Ord Sept 25

London Gazette.—TUESDAY, Oct. 15.

RECEIVING ORDERS.

ARMY, GEORGE, jun., Bradford, Fruit Salesman Bradford Pet Oct 10 Ord Oct 10

BAYLEY, WILLIAM, Aberdare, Saddler Aberdare Pet Oct 10 Ord Oct 10

BONFIRELLI, WILLIAM R., and GEORGE LEWIS BATES, Morpeth, Drapery Newcastle on Tyne Pet Oct 8 Ord Oct 11

CARRY, WILLIAM, Leeds, Leeds Pet Oct 11 Ord Oct 11

COLSTED, JOHN, Burnley, Lancs, Butcher Burnley Pet Oct 11 Ord Oct 11

DEFTON, GEORGE, Rushden, Northampton, Boot Manufacturer Northampton Pet Oct 11 Ord Oct 11

ELLIOTSON, JOSEPH, Mundenville, nr Darlington, Farmer Stockton on Tees Pet Oct 11 Ord Oct 11

EMERSON, HERBERT GRIMSBY BRAY, Gt Grimsby, Foreman Joiner Gt Grimsby Pet Oct 8 Ord Oct 9

EVANS & CO., A. G., Leadenhall st., Export Merchants High Court Pet Sept 30 Ord Oct 11

FRANCIS, RICHARD HENRY, Skipton, Yorks, Poulterer Bradford Pet Oct 12 Ord Oct 12

GRANVILLE, CHARLES, Wath upon Dearne, nr Rotherham, Saddler Sheffield Pet Oct 12 Ord Oct 12

GTE, HARRY WARWICK, Gt Winchester at High Court Pet Sept 16 Ord Oct 11

HARRIS, JOHN, Bognor Regis Poole Pet Sept 27 Ord Oct 10

HOLLANDS, PETER JONATHAN, Burgess Hill, Sussex, Miller Brighton Pet Oct 3 Ord Oct 11

HUGHES, WILLIAM, Baywood, Glam, Licensed Victualler Aberystwyth Pet Oct 10 Ord Oct 10

JACOBS, GERSHON, Houndsditch, Fancy Goods Merchant High Court Pet Oct 3 Ord Oct 11

JAMES, JAMES HENRY HARRIS, Newquay, Cornwall, Mining Engineer Truro Pet Sept 26 Ord Oct 10

JONES, EDWARD, Maesgar, Glam, Colliery Rider Cardiff Pet Oct 10 Ord Oct 10

JONES, JAMES, Northwich, Licensed Victualler Nantwich Pet Oct 12 Ord Oct 12

LOWNSBROUGH, ROSARIO ROBERT REVELL, Croft on Tees, Durham, Brick Manufacturer Stockton on Tees Pet Oct 11 Ord Oct 11

MILLS, HENRY HUNTER, Holland Park av., Milliner High Court Pet Oct 11 Ord Oct 11

MOORE, WILLIAM JOHN, Cowbridge, Grocer Cardiff Pet Oct 11 Ord Oct 11

NEIGHOURS, T. H., Hartow rd, Sudbury, Coal Merchant St Albans Pet Aug 24 Ord Oct 8

PRICH, JOSEPH, Hay, Brecon, Grocer Hereford Pet Oct 12 Ord Oct 12

RENDON, RICHARD, Plymouth, Miller Plymouth Pet Oct 11 Ord Oct 11

SCHMIDEN, MATTHIAS NICHOLAS, Bow, Baker's Manager High Court Pet Oct 12 Ord Oct 12

SNOOK, C. L., Moorgate st., Engineer High Court Pet June 15 Ord Oct 11

SHARPE, WILLIAM THOMAS, Virginia Water, Surrey, Farmer Kingston, Surrey Pet Sept 19 Ord Oct 11

TABBERER, JAMES COLEMAN, Desford, Leicester, Innkeeper Leicester Pet Oct 12 Ord Oct 12

WAKE, FREDERICK, Woodham Ferris, Essex, Builder Chelmsford Pet Oct 11 Ord Oct 11

WARD, ALFRED, Liverpool, Wine Merchant Liverpool Pet Oct 10 Ord Oct 10

WIDLACE, FREDERICK, and ALFRED WIDLACE, Finsbury, Wall Paper Merchants High Court Pet Sept 18 Ord Oct 10

WILLIAMS, JOHN, Bangor, Monumental Mason Bangor Pet Oct 10 Ord Oct 10

Amended notice substituted for that published in the London Gazette of Oct 8:

QUICK, ERNEST JOHN, Chiswick, Forage Contractor Brentford Pet Sept 26 Ord Oct 2

RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

NAPIER, HON. FRANCIS EDWARD BAPTIST, Master of Napier, Weybridge, Hanley on Thames High Court Pet April 6 Rec Ord June 5 Rec of Rec Ord and Dis of Pet Oct 12

FIRST MEETINGS.

ARMY, GEORGE, jun., Bradford, Fruit Salesman Oct 24 at 11 Off Rec 26, Manor row, Bradford

BAYLEY, WILLIAM, Aberdare, Saddler Oct 24 at 11 Off Rec, Post Office chamber, Pontypridd

BONFIRELLI, WILLIAM R., and GEORGE LEWIS BATES, Morpeth, Drapery Newcastle on Tyne Pet Oct 8 Ord Oct 11

CARRY, WILLIAM, Leeds, Leeds Pet Oct 11 Ord Oct 11

CLARK, WILLIAM CECIL, Chiswick, Civil Servant Oct 23 at 8, 14, Bedford row

COLLETT, RICHARD, Birmingham, Auctioneer Oct 25 at 11.30 191, Corporation st, Birmingham

COLLIERS, HAROLD, Maidenhead, Berks Oct 24 at 12 14, Bedford row

CORNWELL, RICHARD, Epping, Essex, Baker Oct 24 at 3 14, Bedford row

EVES & CO., A. G., Leadenhall st., Export Merchant Oct 25 at 11, Bankruptcy bldgs, Carey st

FILMER, CHARLES CLIFFORD, Maidstone, Oysle Dealer's Manager Oct 24 at 10.30 9, King st, Maidstone

FRANCIS, RICHARD HENRY, Skipton, Yorks, Poulterer Oct 25 at 11 Off Rec 29, Maro Row, Bradford

GILBERT, RALPH MINGHIN, Marquise, Kent, Schoolmaster Oct 25 at 10.30 Off Rec 63a, Castle st, Canterbury

HALL, ELIZA, and HENRY HALL, Luton, Corn Merchants Oct 24 at 11 Court House, Luton

HARVEY, WILLIAM JOHN, Dovercourt, Essex, House Furnisher Oct 23 at 8 Off Rec 26, Princess st, Ipswich

HAYNES, HENRY CHARLES, Tottenham, Baker Oct 23 at 13 14, Bedford row

HOLLANDS, PETER JONATHAN, Burgess Hill, Sussex, Miller Oct 24 at 10.45 Off Rec 4, Pavillion bldgs, Brighton

HUGHES, WILLIAM JOHN, Cowbridge, Grocer Cardiff Pet Oct 11 Ord Oct 11

MCROBBIE, WALTER THOMAS, Deptford, Kent, Licensed Victualler's Manager Oct 25 at 11.30 192, York rd, Westminster Bridge

MILLS, HENRY HUNTER, Holland Park av., Milliner Oct 23 at 9.30 Bankruptcy bldgs, Carey st

NICHOLSON, THOMAS G., Draper's edns, Throgmorton av., Stockjobber Oct 26 at 11 Bankruptcy bldgs, Carey st

RODENS, EDWARD, Botherham, Joiner Oct 24 at 11.30 Off Rec, Picture st, Sheffield

PATHE, HENRY PHILIP, Newport, Butcher Oct 13 at 11 Off Rec 144, Commercial st, Newport, Mon

PELLET, THOMAS HENRY, Southend on Sea, House Decorator Oct 25 at 12 14, Bedford row

POWELL, THOMAS, Morriston, Swansea, Rollerman Oct 24 at 12 Off Rec 21, Alexandra rd, Swansea

REES, JOHN, Port Talbot, Glam, Collier Oct 24 at 11.30 Off Rec 31, Alexandra rd, Swansea

SCHOOL, C. L., Moorgate st., Engineer Oct 25 at 11 Bankruptcy bldgs, Carey st

SEWELL, FREDERICK, Portland, Fish Dealer Oct 24 at 1 Off Rec, City chamber, Catherine st, Salisbury

SHAW, WILLIAM THOMAS, Virginia Water, Surrey, Farmer Oct 25 at 11.30 192, York rd, Westminster Bridge

SMITH, WILLIAM, and THOMAS WILLIAM SMALL, Birmingham, Wire Workers Oct 25 at 11.30 191, Corporation st, Birmingham

TILL, THOMAS, Hanley, Staffs, Ironfounder Oct 25 at 11.30 Off Rec, King st, Newcastle, Staffs

TUCK, JOHN WILLIAM, Middlesbrough, Grocer Oct 25 at 3 On Rec 8, Albert rd, Middlesbrough

WARD, ALFRED, Liverpool, Wine Merchant Oct 25 at 12 Off Rec 35, Victoria st, Liverpool

WARD, CHARLES FRANK, Bath, Miller Oct 25 at 11.30 Off Rec 26, Baldwin st, Bristol

WIDLACE, FREDERICK, and ALFRED WIDLACE, Finsbury, Caretaker Oct 25

WILCOX, THOMAS, Rugby, Butcher's Manager Oct 25 at 11 Off Rec 8, High st, Coventry

WILFORD, THOMAS, Southend on Sea, Butcher Oct 25 at 3 14, Bedford row

WILLIAMS, DAVID, Bangor, Currier Oct 25 at 12 Crypt chamber, Eastgate row, Chester

WINDLE, RICHARD, Lancaster, Cab Proprietor Oct 25 at 11.30 Off Rec 14, Chapel st, Preston

ADJUDICATIONS.

ARMY, GEORGE, jun., Bradford, Fruit Salesman Bradford Pet Oct 10 Ord Oct 10

BAYLEY, WILLIAM, Aberdare, Saddler Aberdare Pet Oct 10 Ord Oct 10

BROWN, OSWALD CHARLES BURWARD, York, Solicitor York Pet Sept 30 Ord Oct 10

CARRY, WILLIAM, Leeds, Leeds Pet Oct 11 Ord Oct 11

COLBATH, EDWIN, Kimbolton, Hereford, Farmer Leominster Pet Aug 19 Ord Oct 10

COLSTED, JOHN, Burnley, Butcher Burnley Pet Oct 11 Ord Oct 11

ELLIOTSON, JOSEPH, Mundenville, nr Darlington, Farmer Stockton on Tees Pet Oct 11 Ord Oct 11

EMERSON, HERBERT GRIMSBY BRAY, Gt Grimsby, Foreman Joiner Gt Grimsby Pet Oct 9 Ord Oct 9

FRANCIS, RICHARD HENRY, Skipton, Yorks, Poulterer Bradford Pet Oct 12 Ord Oct 12

GRANVILLE, CHARLES, Wath upon Dearne, nr Rotherham, Saddler Sheffield Pet Oct 12 Ord Oct 12

HALE, ELIZA, and HENRY HALE, Luton, Bedford, Corn Merchants Luton Pet Oct 7 Ord Oct 11

HUGHES, WILLIAM, Baywood, Glam, Licensed Victualler Aberystwyth Pet Oct 10 Ord Oct 10

JONES, EDWARD, Garth, Maesteg, Glam, Colliery Rider Cardiff Pet Oct 10 Ord Oct 10

LEE, JAMES, Northwich, Licensed Victualler Nantwich Pet Oct 11 Ord Oct 11

LOWNSBROUGH, OSWALD ROBERT REVELL, Croft on Tees, Durham, Builder Stockton on Tees Pet Oct 11 Ord Oct 11

MOORE, WILLIAM JOHN, Cowbridge, Grocer Cardiff Pet Oct 11 Ord Oct 11

PRIOR, JOSEPH, Hay, Brecon, Grocer Hereford Pet Oct 12 Ord Oct 12

RISDON, RICHARD, Plymouth, Miller Plymouth Pet Oct 11 Ord Oct 11

RODGERS, RICHARD ARTHUR, Hove, Solicitor Brighton Pet July 12 Ord Oct 11

SCHMIDEN, MATTHIAS NICHOLAS, Bow, Bakers' Manager High Court Pet Oct 12 Ord Oct 12

TABBERER, JAMES COLEMAN, Desford, Leicester, Innkeeper Pet Oct 12 Ord Oct 12

WATTS, WILLIAM, Sparkbrook, Birmingham, Baker Birmingham Pet Oct 7 Ord Oct 10

WAKE, FREDERICK, Woodham Ferris, Essex, Builder Chelmsford Pet Oct 11 Ord Oct 11

WILLIAMS, JOHN, Bangor, Monumental Mason Bangor Pet Oct 10 Ord Oct 10

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